



County of Los Angeles  
**CHIEF ADMINISTRATIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://cao.co.la.ca.us>

DAVID E. JANSSEN  
Chief Administrative Officer

August 3, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF FIVE-YEAR LEASE AGREEMENT WITH THE CITY OF  
LONG BEACH FOR USE OF COUNTY PARKING LOT LOCATED IN  
THE LONG BEACH CIVIC CENTER  
(FOURTH DISTRICT) (3-VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Make a finding that the subject parking lot is not required exclusively for County use.
2. Approve and instruct the Chair to sign the attached Lease Agreement with the City of Long Beach for the use of 162 parking spaces located at 415 West Ocean Boulevard in the Long Beach Civic Center.
3. Find that this lease is exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to enter into a new Lease Agreement with the City of Long Beach for their continued use of 162 parking spaces at the County's parking lot located in the Long Beach Civic Center.

Board of Supervisors

GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

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### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The Countywide Strategic Plan directs that we provide the public with quality services that are both beneficial and responsive (Goal 1). The leasing of parking facilities not exclusively needed by the County to a municipality to meet a public need is consistent with that Goal.

### **FISCAL IMPACT/FINANCING**

The City will pay the County \$9,234 per month or \$110,808, annually for the use of 162 parking spaces. This amount is subject to adjustment in accordance with the Consumer Price Index after the second year of the lease.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Since 1977 the City of Long Beach has leased from the County 162 parking spaces in a lot adjacent to the South District Superior Court, which is located within the City's Civic Center. The most recent agreement expired in July 2002 and the City has continued to use the parking facility in accordance with a month-to-month holdover provision while it evaluated other possible options. It has now concluded that it has a continuing need for the spaces and has requested a renewal agreement. Accordingly, this office has negotiated a five-year lease agreement for the continued use by the City of 162 parking spaces in the subject parking lot at the monthly rental of \$9,234. Either party may cancel the agreement upon giving the other party a six-month prior written notice.

The attached lease agreement, which is authorized pursuant to Government Code Section 25526.6 has been executed by the City and approved as to form by County Counsel.

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**ENVIRONMENTAL DOCUMENTATION**

This project is exempt from CEQA requirements as specified in Class 1, of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines.

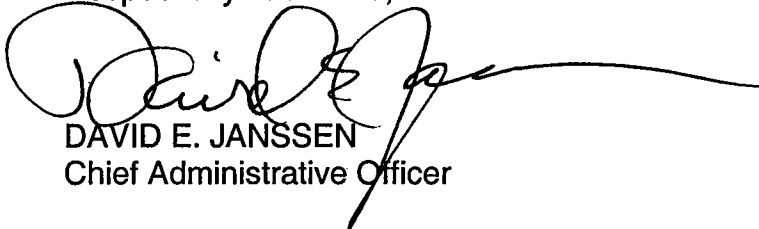
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on County services, since the parking spaces being leased to the City are not needed for County use.

**CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors, return two originals of the executed lease agreement and the adopted, stamped Board letter, and two certified copies of the Minute Order to the Chief Administrative Office, Real Estate Division at 222 South Hill Street, Fourth Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



DAVID E. JANSSEN  
Chief Administrative Officer

DEJ:CWW  
CB:MLT:cc

Attachment

c: County Counsel

LongBeachCvcCtr.b

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County,"

AND

CITY OF LONG BEACH, a body corporate and politic, hereinafter referred to as "Lessee,"

### WITNESSETH

WHEREAS, County is the owner of certain real property which is not required exclusively for County use; and

WHEREAS, Lessee is desirous of using on an exclusive basis, a portion only of said real property;

WHEREAS, Lessee is willing to exercise the grant of such a lease in accordance with the terms and conditions prescribed therefor;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

#### 1. PREMISES

1.01 County hereby grants a lease (Lease) to Lessee and Lessee hereby hires and rents from County on the terms and conditions hereinafter set forth in the City of Long Beach, approximately one hundred sixty-two (162) parking spaces in the parking lot located north of the County Courthouse in the City of Long Beach, State of California as shown on Exhibit A attached hereto and by this reference incorporated.

1.02 The demised Premises shall be used only by Lessee for the parking of vehicles and such other purposes as are related thereto.

1.03 Lessee shall make no alterations or improvements to the Premises furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Administrative Office (CAO). All alterations are to be made at Lessee's expense and at no cost to the County.

1.04 Lessee shall remove all fixtures and personal property prior to the termination of this Lease. All alterations, fixtures and personal property, additions or betterments to the Premises furnished, shall either become the property of the County upon the termination of the Lease or County may elect to have the improvement removed at the expense of Lessee.

1.05 Lessee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Lease. Lessee accepts the Premises in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.

1.06 Lessee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the Premises and covenants and agrees never to assail, contest or resist said title.

## **2. TERM**

2.01 The term of the Lease shall commence upon execution by the County, and terminate five (5) years thereafter.

2.02 Either party shall have the option of terminating this agreement upon giving the cancelled party notice in writing at least one hundred eighty (180) days in advance of such termination. Notwithstanding the above provision, this Lease may be immediately cancelled in the event of an emergency or unsafe condition(s).

2.03 In case Lessee holds over beyond the end of the term provided with the consent, express or implied of the County, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease. If the holdover continues beyond six months, then commencing at the beginning of the seventh month, the monthly rental shall be subject to a fair market value adjustment.

## **3. PAYMENT**

Lessee shall pay the County for the use granted herein the sum of FIVE HUNDRED FIFTY-FOUR THOUSAND FORTY DOLLARS (\$554,040) over the term of the lease or NINE THOUSAND TWO HUNDRED AND THIRTY-FOUR DOLLARS (\$9,234) per month in consideration for the parking spaces it leases. The rental payment is FIFTY-SEVEN DOLLARS (\$57) per month per space. Rental payments shall be payable on the first day of each and every month of the term hereof and shall be made by check or draft issued and payable to the Franchise/Concession Section, Auditor-Controller, County of Los Angeles, 500 West Temple Street, Room 514, Los Angeles, California 90012.

#### 4. RENTAL ADJUSTMENT

4.01 Commencing with the second anniversary of the lease term, and for each successive one year period therefrom, the rental amount set forth in paragraph 3 shall be subject to adjustment. The rent shall be adjusted in accordance with the formula set forth in paragraph 4.02. The "Base Index" shall be the index published in the month immediately preceding the month in which the Lease commences.

4.02 The method for computing the rental adjustment shall be by reference to the Consumer Price Index (CPI) for all Urban Consumers for the Los Angeles-Long Beach-Anaheim Metropolitan area, all items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100) hereinafter referred to as the "Index".

The rental adjustment shall be calculated by multiplying the base rent, by a fraction, the numerator being the New Index which is the Index published in the month immediately preceding the month the adjustment is to be effective, and the denominator being the Base Index which is the Index published the month immediately preceding the month in which the Lease commenced. The formula shall be as follows:

$$\frac{\text{New Index}}{\text{Base Index}} \times \$9,234.00 = \text{Monthly Rent}$$

If the Index is changed so that the base year of the Index differs from that used at the commencement date of this Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this Lease, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

Lessor shall compute the rental adjustment following the second anniversary of the lease term and for each successive one year period therefrom. That notwithstanding Lessor's failure to notify Lessee of the annual CPI increase for any prior period or periods shall not be deemed a waiver of Lessor's right to a rental adjustment as provided herein. Lessor may exercise said right at any time during the term of this lease and adjust the rent retroactively for any prior period or periods to the extent permitted under applicable law.

In no event shall the monthly rent be adjusted by the CPI formula to result in a lower monthly rent than was payable during the previous year.

## **5. OPERATING RESPONSIBILITIES**

5.01 Compliance with Law. Lessee shall conform to and abide by all Municipal and County Ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or leases are required, the same must be first obtained from the regulatory agency having jurisdiction thereover.

5.02 Signs. Lessee shall not post signs or advertising matter upon the Premises or improvements thereon unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld. Signs specifically relating to parking shall be allowed, but subject to the County's approval of aesthetic design.

5.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the leased Premises, and Lessee shall prevent any accumulation thereof from occurring. Lessee shall pay all charges which may be made for the removal thereof.

5.04 Security Devices. Lessee may provide any legal devices, installations, or equipment designed for the purpose of protecting the premises from theft, burglary or vandalism provided written approval for installation is first obtained from the County. All purchases and installations thereof shall be at Lessee's expense.

5.05 Maintenance. The County shall be responsible for maintaining the Premises in a clean and sanitary condition. The County shall be responsible for any structural maintenance.

5.06 Examination of Premises. Lessee shall permit authorized representatives of the County to enter the area occupied at any time for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this Lease, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

## **6. DAMAGE OR DESTRUCTION**

The County agrees that should the demised Premises be damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them reasonably unfit for Lessee's use, the County shall use its best efforts within one hundred eighty (180) days of such occurrence, to repair the damaged Premises. In the event of damage by any such cause which results in damage to forty percent (40%) or less of the net usable area of the improvements, then the County shall, at its sole discretion, either commence the repair and restoration, or terminate the Lease, in which case Lessee shall surrender the Premises to the County and shall not be obligated for any further rental under the Lease.

Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made effective on the date of such destruction. The proportionate reduction is to be based upon the proportion that the space is rendered unusable to Lessee bears to the whole thereof. Lessee shall not be entitled to an abatement of rent pursuant to this provision when the damage to the Premises is the result of negligence or intentional acts of Lessee's employees.

## **7. HOLD HARMLESS AND INDEMNIFICATION**

Lessee agrees to indemnify, defend and save harmless the County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, expense, including defense costs, legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Lessee's, its members, agents and invitees, operations and use of the Premises and the attraction caused by their operations on the Premises which attracts third parties and members of the general public to the Premises, including any Workers' Compensation suits, liability or expense, arising from or connected with services performed on behalf of Lessee by any person pursuant to this agreement.

## **8. INSURANCE**

8.01 Without limiting Lessee's indemnification of County, Lessee shall provide and maintain at its own expense during the term of this agreement the following program(s) of insurance covering Lessee's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the CAO, Real Estate Division, 222 South Hill Street, Third Floor, Los Angeles, California 90012, on or before the effective date of this agreement. Such evidence shall specifically identify this agreement and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any material modification or termination of any program of insurance.

a. General Liability. A program including, but not limited to: comprehensive general liability, endorsed for contractual liability, independent contractor, products-completed operations, premises, broad form property damage with a combined single limit of not less than ONE MILLION DOLLARS and No/100 (\$1,000,000) per occurrence. Such insurance shall be primary to and not contributing with any other insurance maintained by County and shall name the County as an additional insured.

b. Workers' Compensation. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of Lessee and all risks to such persons under this lease agreement.



c. Comprehensive Auto Liability. A program of insurance endorsed for all owned and non-owned vehicles with a combined single limit of at least THREE HUNDRED THOUSAND DOLLARS and No/100 (\$300,000) per occurrence.

d. Fire Legal Liability. A program in an amount not less than FIFTY THOUSAND DOLLARS and No/100 (\$50,000) with a loss payee endorsement in favor of the County of Los Angeles as its interest may appear. Such coverage may be provided under the policy for general liability.

e. Lessee, at its sole option may elect to self-insure. To so elect, Lessee must give the County 30 days written notice of its intention. Thereafter, such election shall be effective only if Lessee provides the County with the Certificates evidencing such specified coverage at least 30 days prior to the effective date thereof. Lessee shall thereafter be free of its obligation to maintain commercial insurance in force for such specified coverage beyond the effective date of the certificate delivery to the County. By this procedure, the parties intend there shall be no gap in time for the required coverage.

8.02 Failure on the part of Lessee to procure or maintain required insurance shall constitute a material breach of contract upon which County may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by County shall be repaid by Lessee to County upon demand.

8.03 Conduct of the leased activities shall not commence until Lessee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Lessee fails to maintain said policies in full force and effect.

## **9. TAXES AND ASSESSMENTS**

The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Lessee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Premises and any improvements located thereon. Lessee does not hereby concede that any real property interest held by it is subject to real property taxation.

## **10. TRANSFERS**

Lessee shall not, without written consent of the County, assign, hypothecate, or mortgage this agreement or sublease or lease any portion of the Premises.

## **11. DEFAULT**

Lessee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Lessee, the County may forthwith revoke and terminate this agreement.

## **12. WAIVER**

12.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this agreement or estopping either party from enforcing the full provisions thereof.

12.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this agreement shall be cumulative.

## **13. SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Lessee shall peaceably vacate the Premises and shall remove all improvements constructed by Lessee and deliver the Premises to the County in reasonably good condition, in accordance with Paragraph 1.04 of this lease agreement.

## **14. ENFORCEMENT**

14.01 The CAO shall be responsible for the enforcement of this agreement on behalf of the County and shall be assisted therein by those officers, employees, or committees of the County having duties in connection with the administration thereof.

14.02 In the event either party commences legal proceedings for the enforcement of this agreement or recovery of the Premises used herein, the other party does hereby agree to pay any sum which may be awarded to the prevailing party by the Court, the reasonable attorney's fees, and costs incurred in the action brought thereon.

## 15. COUNTY LOBBYIST ORDINANCE

Lessee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Lease.

## 16. NOTICES

Any notice required to be given under the terms of this Lease agreement or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Lessee shall be:

City Manager  
City of Long Beach  
333 West Ocean Boulevard  
Long Beach, CA 90892

or such other place as may hereinafter be designated in writing to the County by Lessee. Any notice served by mail upon the County shall be addressed to:

County of Los Angeles  
Real Estate Division  
222 South Hill Street, 3rd Floor  
Los Angeles, CA 90012  
Attention: Carlos Brea  
Manager, Property Management

or such other place as may hereinafter be designated in writing to Lessee by the Chief Administrative Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

[illegible]

IN WITNESS WHEREOF, Lessee has executed this lease or caused it to be duly executed and County of Los Angeles by order of its Board of Supervisors has caused this lease to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer the day, month, and year first above written.

**LESSEE**

**CITY OF LONG BEACH**

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

By: *M. MacArthur*  
City Manager

Date: \_\_\_\_\_

Date: 6.21.04

**APPROVED AS TO FORM**

By: *Charles Parker*  
Deputy City Attorney 6-11-04

**ATTEST:**

Violet-Varona Lukens  
Executive Officer, The Board of Supervisors

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

**LESSOR**

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

**APPROVED AS TO FORM:**

**OFFICE OF THE COUNTY COUNSEL**

By: *Francis E. Scott*  
Francis E. Scott  
Principal Deputy County Counsel

Date: July 12, 2004

BROADWAY

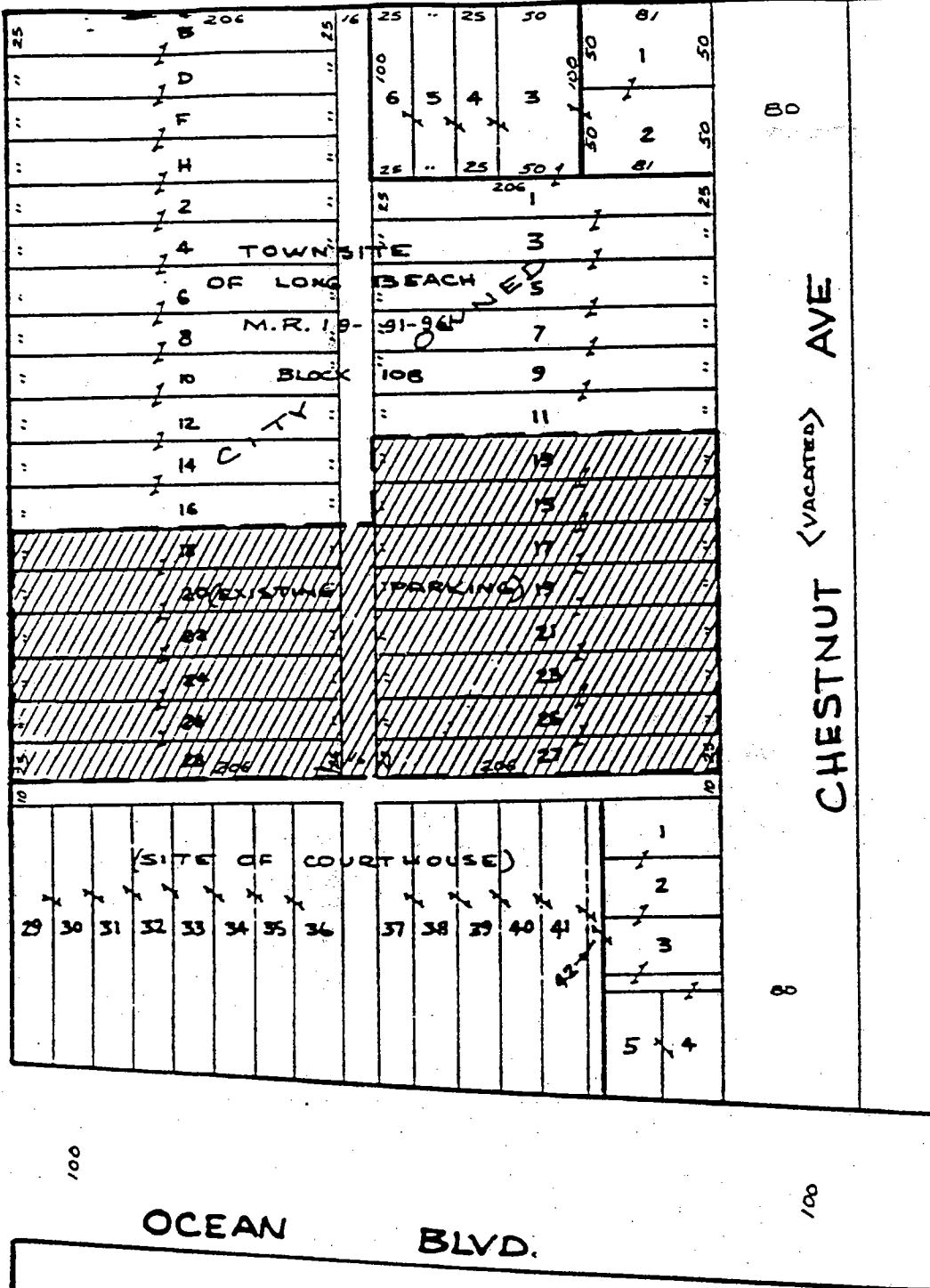
80

80

75

MAGNOLIA AVE.

75



CHESTNUT AVE. (VACATED)

OCEAN BLVD.



SUBJECT PROPERTY

**EXHIBIT A**

27 JUL 82  
REVISED 17 MAY 77

74,500 sq. ft.

IN THE CITY OF LONG BEACH

COUNTY OF LOS ANGELES / INTERNAL SERVICES DEPARTMENT

DATE 30 MAR 77	A.M.S. 7277	SUP. DIST. 4TH	SCALE 1"=100	PORTION OF COUNTY PROPERTY TO BE LEASED TO THE CITY OF LONG BEACH	JOB NO.
TR. GUIDE 75C5	I.M. 3085	RD. DIST. BY	HK		